



# COUNTY OF LOS ANGELES

## OFFICE OF THE COUNTY COUNSEL

648 KENNETH HAHN HALL OF ADMINISTRATION

500 WEST TEMPLE STREET

LOS ANGELES, CALIFORNIA 90012-2713

RAYMOND G. FORTNER, JR.  
County Counsel

December 19, 2005

TELEPHONE  
(213) 974-1801  
FACSIMILE  
(213) 626-7446  
TDD  
(213) 633-0901

### VIA MESSENGER

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AGREEMENTS FOR SPECIAL LEGAL SERVICES – OFFICE OF INDEPENDENT REVIEW  
FOR THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES  
ALL SUPERVISORIAL DISTRICTS  
(3 VOTES)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Mayor to sign special independent contractor legal services agreements with Michael Gennaco and Ray Jurado and establish the Office of Independent Review, Department of Children and Family Services ("OIR DCFS").
2. Instruct County Counsel to provide written notice of the termination of Ray Jurado's current contract with the Office of Independent Review for the Sheriff's Department.

**PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

On July 12, 2005, your Board instructed the Department of Children and Family Services ("DCFS") to examine the Office of Independent Review for the Sheriff's Department ("OIR SHERIFF") as a model to create and implement an Office of Independent Review for DCFS.

Since that time, my office has been working with DCFS and the OIR SHERIFF Chief Attorney, Michael Gennaco, to define the parameters of an OIR DCFS and to draft appropriate contracts for OIR DCFS attorneys. Through this process, it has been determined that the OIR DCFS will need to be staffed by a Chief Attorney, one (1) Deputy Chief Attorney, and one (1) Staff Attorney.

In addition to his responsibilities for the OIR SHERIFF, Mr. Gennaco will assume the responsibilities of Chief Attorney for OIR DCFS as laid out in his proposed contract (see Attachment A). Mr. Gennaco will perform these new duties at no additional cost to the County other than for actual necessary expenses.

Mr. Gennaco has recommended Ray Jurado as a qualified attorney to assume the responsibilities as Deputy Chief OIR DCFS Attorney (see Attachment B). Mr. Jurado is currently contracted as an attorney for the OIR SHERIFF, and this contract will need to be terminated to allow him to assume responsibilities as Deputy Chief Attorney for OIR DCFS.

Once Mr. Gennaco makes a recommendation as to a Staff Attorney for OIR DCFS, we will return to your Board for approval of a contract with that individual.

#### Implementation of Strategic Plan Goals

This action is consistent with the Strategic Plan Goals of Children and Families' well-being and Organizational Effectiveness.

#### **FISCAL IMPACT/FINANCING**

The proposed agreement for the Chief Attorney for OIR DCFS provides that so long as Mr. Gennaco provides specialized legal services to the Los Angeles County Sheriff in connection with the Office of Independent Review, he shall perform the specialized legal services pursuant to the attached agreement at no additional cost to the County. He will receive reimbursement for actual and necessary expenses.

The proposed agreement for the Deputy Chief OIR DCFS Attorney provides that Mr. Jurado shall be paid an annual base salary of \$188,455.85 for all services performed, plus actual and necessary expenses. In the event that the Board approves a general salary adjustment for County employees on or after January 1, 2007, such general percentage salary adjustment shall be provided to Mr. Jurado. Mr. Jurado's services as Deputy Chief OIR DEFS Attorney will commence upon termination of his current contract for the OIR Sheriff, which will be effective 30 days after written notice of termination. His compensation under the new contract will be at the same level as his current contract as of the effective date of termination.

Funding is included in DCFS' budget for these special legal services contracts.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The OIR DCFS will:

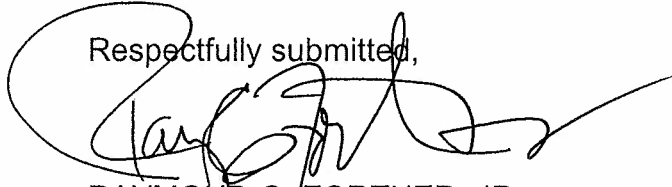
1. Ensure that allegations of intra-departmental misconduct within DCFS which concern issues of child safety, death and/or serious injury, are investigated and reviewed in a timely, thorough, and impartial manner;
2. Make recommendations for changes to DCFS' policy and procedures as a result of said investigations and reviews; and
3. Provide assistance to the Director of DCFS and his staff in implementing said changes which will strengthen DCFS' internal processes.

Pursuant to Government Code Section 31000, the Board has the authority to contract for specialized legal services of this nature.

**IMPACT ON CURRENT SERVICES**

Approval of the proposed agreements with the Chief Attorney and the Deputy Chief OIR DCFS Attorney will ensure the creation and implementation of the OIR DCFS as directed by your Board.

Respectfully submitted,



RAYMOND G. FORTNER, JR.  
County Counsel

RGF:kmf

Enclosures (2)

c: David E. Janssen, Chief Administrative Officer  
Violet Varona-Lukens, Executive Officer, Board of Supervisors  
David Sanders, Ph.D., Department of Children & Family Services

## **AGREEMENT FOR SPECIALIZED LEGAL SERVICES**

### **OFFICE OF INDEPENDENT REVIEW, DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

This agreement for specialized legal services (hereinafter "Agreement") is entered into as of \_\_\_\_\_, 2005, by and between the County of Los Angeles (hereinafter "County") and Michael Gennaco (hereinafter "Chief Attorney") for the purpose of providing services for the Office of Independent Review, Department of Children and Family Services (hereinafter "OIR DCFS").

#### RECITALS

WHEREAS, the County Board of Supervisors (hereinafter "Board") is charged with administration of the local programs of child protective services, foster care, and adoption; and

WHEREAS, the County Department of Children and Family Services (hereinafter "DCFS") is the County department primarily responsible for the implementation of these programs; and

WHEREAS, the Board and the Director of DCFS (hereinafter "Director") require accurate information about instances of child death or serious injury which occur in connection with these programs in order to effectively administer and implement them; and

WHEREAS, the Director wishes to ensure that allegations of intra-departmental misconduct, particularly those which concern issues of child safety, death and/or serious injury, are investigated and reviewed in a timely, thorough, and impartial manner; and

WHEREAS, Government Code Section 31000 authorizes the Board to contract for specialized legal services with specially trained, experienced, expert and competent individuals and entities; and

WHEREAS, Chief Attorney has been determined to be specially qualified to provide legal services regarding the review and investigation of instances of allegations of intra-departmental misconduct, particularly those which involve child death and/or serious injury, in connection with the County's programs of child protective services, foster care or adoption;

NOW, THEREFORE, the County and Chief Attorney agree as follows:

This Agreement constitutes the entire agreement between County and Chief Attorney with regard to the subject matter hereof and no amendment, modification or waiver of any of the terms herein shall be valid unless it is made in writing and signed by both Chief Attorney and the Office of the County Counsel.

1. Scope of Services – Chief Attorney

Chief Attorney shall, during the term of this Agreement, serve as Chief Attorney for OIR DCFS, shall oversee and coordinate the independent review process and functions of OIR DCFS, and shall perform such specialized legal services as are necessary to accomplish such oversight and coordination, including the following:

- (a) Serve as lead counsel and coordinate the work of the other OIR DCFS attorneys;
- (b) Set internal operational policies, procedures, and decision-making processes for the workings of OIR DCFS, with input from the other OIR DCFS attorneys;
- (c) Make recommendations to the Board regarding contracts for specialized legal services with other OIR DCFS attorneys;
- (d) Review and assist DCFS internal affairs in conducting a timely, effective, and impartial review of the circumstances relating to the death or serious injury of any child whose family has received services from DCFS, including review of any potential accountability of involved DCFS employees, and report the findings of such review and any resulting recommendations to the Board and the Director;
- (e) Determine whether to review and assist DCFS in conducting effective and impartial internal administrative reviews of any services provided to a child or family where child safety is a concern, including review of any potential accountability of involved DCFS employees, and report of the findings of such review and any resulting recommendations to the Board and the Director;
- (f) Where necessary to ensure the accuracy and impartiality of the reviews conducted pursuant to this Agreement, directly participate in the shaping of DCFS internal affairs investigations, including interviewing witnesses, responding to locations related to the underlying incidents, and reviewing tangible evidence and relevant documentation;
- (g) Devise and recommend mechanisms to provide positive recognition and incentives to employees who have performed their duties in an exemplary fashion;
- (h) Develop and propose recommendations for revisions of policies, practices, or procedures, including through the study of other child protective services, foster care, or adoptions programs, which are implicated in any

case of child death or serious injury reviewed or investigated by OIR DCFS;

- (i) Provide the Board and the Director periodic status reports which describe systemic strengths and weaknesses identified by OIR DCFS through its individual reviews of child death or serious injury;
- (j) Set the operational philosophy of the OIR DCFS, to ensure that the needs and goals of the Board, the Director, and the staff are met;
- (k) Establish and maintain liaison with the District Attorney, DCFS executives, Board's Children's Deputies, local and federal law enforcement, County Counsel, employee's unions, civil rights organizations, child and family advocate groups, and other outside entities; and
- (l) Perform thorough analyses and reviews of selected DCFS internal investigations to determine whether DCFS policies, practices, and procedures should be reexamined to prevent similar allegations of misconduct and, when warranted, develop and propose recommendations for revisions of such implicated policies, practices, and procedures.

## 2. Term

The term of this Agreement shall be for a period of three (3) years, unless otherwise amended or terminated earlier as provided herein, commencing on \_\_\_\_\_, 2005, and extending up to and including \_\_\_\_\_, 2008.

Either party may, at its sole option and discretion, cancel or terminate this Agreement for any or no reason by giving the other party thirty (30) days written notice of such termination.

## 3. Compensation and Expenses

So long as Chief Attorney continues to provide specialized legal services to the Los Angeles County Sheriff in connection with the Office of Independent Review, he shall perform the specialized legal services pursuant to this Agreement at no additional cost to County. However, Chief Attorney shall be reimbursed for any actual and necessary expenses incurred by Chief Attorney pursuant to this Agreement. Reimbursement for necessary expenses shall be paid for such items at the same rates and on the same terms as for County employees pursuant to Chapter 5.40 of the County Code. If the Chief Attorney ceases to provide services to the Sheriff at any time, this agreement shall terminate.

Reimbursement of actual and necessary expenses shall be payable on a monthly basis within ten (10) working days after submission to and approval of an invoice by the Office

of the County Counsel. Such invoices shall specify in detail the dates and reasons for incurring each item of expense for which reimbursement is claimed. Invoices shall be mailed or delivered to the Office of the County Counsel, 648 Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012.

4. Access to Records and Confidentiality

Chief Attorney shall have an attorney-client relationship with the Board and the Director while performing the specialized legal services provided pursuant to this Agreement.

All internal observations and determinations by the Chief Attorney in the performance of the specialized legal and internal review services pursuant to this Agreement are and shall be attorney work product and subject to the appropriate claims of privilege therein.

Chief Attorney shall ensure that all communications and reports prepared pursuant to this Agreement comply with applicable federal, state, and local statutes, laws, regulations, and ordinances including, but not limited to, those which govern the confidentiality of juvenile records. Additionally, all such information will be information acquired in confidence by a public employee in the course of his or her duties and not open or officially disclosed to the public within the meaning of Evidence Code Section 1040.

The confidentiality of all records and materials collected and used by Chief Attorney shall be preserved consistent with the terms of this Agreement and federal, state, and local statutes, laws, regulations, and ordinances and shall within ten (10) days of the date of expiration or termination of the Agreement be delivered to the Office of the County Counsel for confidential retention in the manner and for the periods required by law for confidential records of the County Counsel.

As special counsel performing specialized legal assistance and independent review, Chief Attorney shall have access on an attorney-client basis to such confidential records of the County, its departments and officers as may be material and relevant to performance of his services and responsibilities pursuant to this Agreement. Chief Attorney shall obtain and maintain as confidential all information and records obtained in the course and scope of his employment as Chief Attorney.

5. County's Contract Managers

The Office of the County Counsel will serve as County's contract manager for purposes of this Agreement.

6. No Assignment or Delegation

This Agreement shall not be assignable by Chief Attorney, in whole or in part. Any attempt to assign shall be void and confer no rights on any third parties.

All services and duties of the Chief Attorney pursuant to this Agreement are solely the responsibility of the Chief Attorney and may not be delegated without the prior written consent of County. Any person not employed by County whose services are utilized by Chief Attorney, with such prior written consent, to assist in the performance of Chief Attorney's services pursuant to this Agreement shall, prior to performing any such services, execute an addendum to this Agreement, approved as to form by County Counsel, agreeing to the terms of this Agreement, including all requirements of confidentiality.

Neither Chief Attorney nor any person assisting Chief Attorney shall have a criminal record of conviction of a felony or any crime of moral turpitude, a record of allegations of child abuse or neglect, or be listed on the Child Abuse Central Index. Chief Attorney shall be responsible for supervising and assuring the performance and quality of work of any individual who is not a County employee whom he utilizes to assist him in the performance of his obligations under this Agreement, as allowed by this section.

All communications and reports to County pursuant to this Agreement shall be made or submitted only by Chief Attorney.

7. Independent Contractor Status

Chief Attorney is not, nor shall he nor any of his employees or agents be deemed for any purposes an employee of the County; nor shall Chief Attorney, his employees or agents be entitled to any rights, benefits, or privileges afforded to County employees.

Chief Attorney shall comply with all federal, state, and local statutes, laws, regulations, and ordinances related to the payment of any employer, income, disability, or other tax which may be due by virtue of any reimbursement of actual and necessary expenses received by Chief Attorney under this Agreement.

Chief Attorney represents and warrants the County, and County relies on such representation and warranty, that Chief Attorney has the necessary licenses, training, experience, skills, competence and expertise to fully and completely perform the specialized legal services called for under this Agreement. County and Chief Attorney understand and agree that Chief Attorney is wholly responsible for the means and methods of performing these specialized legal services and accomplishing the results, deliverables, objectives and/or purposes as specified and/or requested by County pursuant to this Agreement.



8. Indemnification

In consideration of the benefit to County of the specialized legal assistance and independent review services to be provided by Chief Attorney pursuant to this Agreement, County agrees to indemnify, defend and hold Chief Attorney harmless from claims or liability resulting from acts and omissions of Chief Attorney in the performance of services provided within the scope of services required pursuant to this Agreement, to the same extent as if Chief Attorney were a County employee under Section 995, et seq. of the Government Code.

Except as specifically provided herein, Chief Attorney agrees to indemnify, defend and hold County harmless from any and all other claims of liability for damages of any nature whatsoever arising from or connected with acts or omissions of Chief Attorney, including any workers' compensation claims, liability or expense arising from or connected with services performed by or on behalf of Chief Attorney by any person.

9. Office Space, Equipment and Staff Support

County agrees to provide Chief Attorney, at no cost to Chief Attorney, such office space, vehicle usage, use of related equipment, and staff support and assistance during the term of this Agreement as may be mutually agreed upon by Chief Attorney and County's contract managers. Any and all other office space, equipment and/or staff support assistance utilized by Chief Attorney in providing services pursuant to this Agreement shall be the sole cost and responsibility of Chief Attorney.

10. Notices

Notices required or permitted pursuant to this Agreement shall be given in writing by personal delivery or deposit in the United States mail, first class postage prepaid, addressed as follows:

To County:	Office of the County Counsel 648 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012
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With a copy to:	Chief Administrative Officer 713 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012
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To Chief Attorney: Michael Gennaco, Esq.  
4900 South Eastern Avenue  
Suite 204  
Commerce, California 90040

The address for notice may be changed by County or Chief Attorney, as the case may be, by written notice to the other party as provided therein.

IN WITNESS THEREOF, County and Chief Attorney have executed this Agreement as of the date first set forth above.

COUNTY OF LOS ANGELES

CHIEF ATTORNEY

By \_\_\_\_\_  
Michael Antonovich, Mayor  
Board of Supervisors

\_\_\_\_\_  
Michael Gennaco, Esq.

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

By \_\_\_\_\_  
Deputy

**AGREEMENT FOR SPECIALIZED LEGAL SERVICES**  
**OFFICE OF INDEPENDENT REVIEW,**  
**DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

This agreement for specialized legal services (hereinafter "Agreement") is entered into as of \_\_\_\_\_, 2006, by and between the County of Los Angeles (hereinafter "County") and Ray Jurado (hereinafter "Deputy Chief OIR DCFS Attorney") for the purpose of providing services for the Office of Independent Review, Department of Children and Family Services (hereinafter "OIR DCFS").

RECITALS

WHEREAS, the County Board of Supervisors (hereinafter "Board") is charged with administration of the local programs of child protective services, foster care, and adoption; and

WHEREAS, the County Department of Children and Family Services (hereinafter "DCFS") is the County department primarily responsible for the implementation of these programs; and

WHEREAS, the Board and the Director of DCFS (hereinafter "Director") require accurate information about instances of child death or serious injury which occur in connection with these programs in order to effectively administer and implement them; and

WHEREAS, the Director wishes to ensure that allegations of intra-departmental misconduct, particularly those which concern issues of child safety, death and/or serious injury, are investigated and reviewed in a timely, thorough, and impartial manner; and

WHEREAS, Government Code Section 31000 authorizes the Board to contract for specialized legal services with specially trained, experienced, expert and competent individuals and entities; and

WHEREAS, Deputy Chief OIR DCFS Attorney has been determined to be specially qualified to provide legal services regarding the review and investigation of instances of allegations of intra-departmental misconduct, particularly those which involve child death and/or serious injury, in connection with the County's programs of child protective services, foster care or adoption;

NOW, THEREFORE, the County and Deputy Chief OIR DCFS Attorney agree as follows:

This Agreement constitutes the entire agreement between County and Deputy Chief OIR DCFS Attorney with regard to the subject matter hereof and no amendment, modification or waiver of any of the terms herein shall be valid unless it is made in

writing and signed by both Deputy Chief OIR DCFS Attorney and the Office of the County Counsel.

1. Scope of Services – Deputy Chief OIR DCFS Attorney

Deputy Chief OIR DCFS Attorney shall, during the term of this Agreement and subject to the coordination and guidance of the Chief Attorney of OIR (hereinafter "Chief Attorney"), provide special legal services consisting of the following:

- (a) Review and assist DCFS internal affairs in conducting a timely, effective, and impartial review of the circumstances relating to the death or serious injury of any child whose family has received services from DCFS, including review of any potential accountability of involved DCFS employees, and report the findings of such review and any resulting recommendations to the Board and the Director;
- (b) When deemed appropriate by Chief Attorney, review and assist DCFS to conduct effective and impartial internal administrative reviews of any services provided to a child or family where child safety is a concern, including review of any potential accountability of involved DCFS employees, and report of the findings of such review and any resulting recommendations to the Board and the Director;
- (c) Where necessary to ensure the accuracy and impartiality of the reviews conducted pursuant to this Agreement, directly participate in the shaping of DCFS internal affairs investigations, including interviewing witnesses, responding to locations related to the underlying incidents, and reviewing tangible evidence and relevant documentation;
- (d) Devise and recommend mechanisms to provide positive recognition and incentives to employees who have performed their duties in an exemplary fashion;
- (e) Develop and propose recommendations for revisions of policies, practices, or procedures, including through the study of other child protective services, foster care, or adoptions programs, which are implicated in any case of child death or serious injury reviewed or investigated by OIR DCFS;
- (f) Provide the Board and the Director, through the Chief Attorney, periodic status reports which describe systemic strengths and weaknesses identified by OIR DCFS through its individual reviews of child death or serious injury;
- (g) Under the guidance of the Chief Attorney, set the operational philosophy of the OIR DCFS, to ensure that the needs and goals of the Board, the Director, and the staff are met;

(h) Establish and maintain liaison with the District Attorney, DCFS executives, Board's Children's Deputies, local and federal law enforcement, County Counsel, employee's unions, civil rights organizations, child and family advocate groups, and other outside entities; and

(i) Perform thorough analyses and reviews of selected DCFS internal investigations to determine whether DCFS policies, practices, and procedures should be reexamined to prevent similar allegations of misconduct and, when warranted, develop and propose recommendations for revisions of such implicated policies, practices, and procedures.

2. Term

The term of this Agreement shall be for a period of three (3) years, unless otherwise amended or terminated earlier as provided herein, commencing on \_\_\_\_\_, 2006, and extending up to and including \_\_\_\_\_, 2009.

Either party may, at its sole option and discretion, cancel or terminate this Agreement for any or no reason by giving the other party thirty (30) days written notice of such termination.

3. Compensation and Expenses

Deputy Chief OIR DCFS Attorney shall be paid an annual amount of \$188,455.85 for all services performed ("Annual Compensation Amount"), plus any actual and necessary expenses incurred by Deputy Chief OIR DCFS Attorney pursuant to this Agreement. Reimbursement for necessary expenses shall be paid for such items at the same rates and on the same terms as for County employees pursuant to Chapter 5.40 of the County Code.

In the event that the Board approves general percentage salary adjustments for County employees effective on or after January 1, 2007, such adjustments shall also be applied to the Annual Compensation Amount during the remaining term of this Agreement. Any such adjustments shall be effective upon the same date such general percentage salary adjustments become effective for County employees.

Payment of the annual compensation amount by County to Deputy Chief OIR DCFS Attorney shall be made in twelve (12) equal monthly installments within ten (10) working days after the first day of each month during the term of the Agreement. Reimbursement of actual and necessary expenses shall be payable on a monthly basis within ten (10) working days after submission to and approval of an invoice by the Office of the County Counsel. Such invoices shall specify in detail the dates and reasons for incurring each item of expense for which reimbursement is claimed. Invoices shall be mailed or delivered to the Office of the County Counsel, 648 Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, California 90012.

4. Access to Records and Confidentiality

Deputy Chief OIR DCFS Attorney shall have an attorney-client relationship with the Board and the Director while performing the specialized legal services provided pursuant to this Agreement.

All internal observations and determinations by the Deputy Chief OIR DCFS Attorney in the performance of the specialized legal and internal review services pursuant to this Agreement are and shall be attorney work product and subject to the appropriate claims of privilege therein.

Deputy Chief OIR DCFS Attorney shall ensure that all communications and reports prepared pursuant to this Agreement comply with applicable federal, state, and local statutes, laws, regulations, and ordinances including, but not limited to, those which govern the confidentiality of juvenile records. Additionally, all such information will be information acquired in confidence by a public employee in the course of his or her duties and not open or officially disclosed to the public within the meaning of Evidence Code Section 1040.

The confidentiality of all records and materials collected and used by Deputy Chief OIR DCFS Attorney shall be preserved consistent with the terms of this Agreement and federal, state, and local statutes, laws, regulations, and ordinances and shall within ten (10) days of the date of expiration or termination of the Agreement be delivered to the Office of the County Counsel for confidential retention in the manner and for the periods required by law for confidential records of the County Counsel.

As special counsel performing specialized legal assistance and independent review, Deputy Chief OIR DCFS Attorney shall have access on an attorney-client basis to such confidential records of the County, its departments and officers as may be material and relevant to performance of his services and responsibilities pursuant to this Agreement. Deputy Chief OIR DCFS Attorney shall obtain and maintain as confidential all information and records obtained in the course and scope of his employment as Deputy Chief OIR DCFS Attorney.

5. County's Contract Managers

The Office of the County Counsel will serve as County's contract manager for purposes of this Agreement.

6. No Assignment or Delegation

This Agreement shall not be assignable by Deputy Chief OIR DCFS Attorney, in whole or in part. Any attempt to assign shall be void and confer no rights on any third parties.

All services and duties of the Deputy Chief OIR DCFS Attorney pursuant to this Agreement are solely the responsibility of the Deputy Chief OIR DCFS Attorney and may not be delegated without the prior written consent of County. Any person not employed by County whose services are utilized by Deputy Chief OIR DCFS Attorney, with such prior written consent, to assist in the performance of Deputy Chief OIR DCFS Attorney's services pursuant to this Agreement shall, prior to performing any such services, execute an addendum to this Agreement, approved as to form by County Counsel, agreeing to the terms of this Agreement, including all requirements of confidentiality.

Neither Deputy Chief OIR DCFS Attorney nor any person assisting Deputy Chief OIR DCFS Attorney shall have a criminal record of conviction of a felony or any crime of moral turpitude, a record of allegations of child abuse or neglect, or be listed on the Child Abuse Central Index. Deputy Chief OIR DCFS Attorney shall be responsible for supervising and assuring the performance and quality of work of any individual who is not a County employee whom he utilizes to assist him in the performance of his obligations under this Agreement, as allowed by this section.

All communications and reports to County pursuant to this Agreement shall be made or submitted only by Chief Attorney.

7. Independent Contractor Status

Deputy Chief OIR DCFS Attorney is not, nor shall he nor any of his employees or agents be deemed for any purposes an employee of the County; nor shall Deputy Chief OIR DCFS Attorney, his employees or agents be entitled to any rights, benefits, or privileges afforded to County employees.

Deputy Chief OIR DCFS Attorney shall comply with all federal, state, and local statutes, laws, regulations, and ordinances related to the payment of any employer, income, disability, or other tax which may be due by virtue of any compensation received by Deputy Chief OIR DCFS Attorney under this Agreement.

Deputy Chief OIR DCFS Attorney represents and warrants the County, and County relies on such representation and warranty, that Deputy Chief OIR DCFS Attorney has the necessary licenses, training, experience, skills, competence and expertise to fully and completely perform the specialized legal services called for under this Agreement. County and Deputy Chief OIR DCFS Attorney understand and agree that Deputy Chief OIR DCFS Attorney is wholly responsible for the means and methods of performing these specialized legal services and accomplishing the results, deliverables, objectives and/or purposes as specified and/or requested by County pursuant to this Agreement.

8. Indemnification

In consideration of the benefit to County of the specialized legal assistance and independent review services to be provided by Deputy Chief OIR DCFS Attorney

pursuant to this Agreement, County agrees to indemnify, defend and hold Deputy Chief OIR DCFS Attorney harmless from claims or liability resulting from acts and omissions of Deputy Chief OIR DCFS Attorney in the performance of services provided within the scope of services required pursuant to this Agreement, to the same extent as if Deputy Chief OIR DCFS Attorney were a County employee under Section 995, et seq. of the Government Code.

Except as specifically provided herein, Deputy Chief OIR DCFS Attorney agrees to indemnify, defend and hold County harmless from any and all other claims of liability for damages of any nature whatsoever arising from or connected with acts or omissions of Deputy Chief OIR DCFS Attorney, including any workers' compensation claims, liability or expense arising from or connected with services performed by or on behalf of Deputy Chief OIR DCFS Attorney by any person.

9. Office Space, Equipment and Staff Support

County agrees to provide Deputy Chief OIR DCFS Attorney, at no cost to Deputy Chief OIR DCFS Attorney, such office space, vehicle usage, use of related equipment, and staff support and assistance during the term of this Agreement as may be mutually agreed upon by Deputy Chief OIR DCFS Attorney and County's contract managers. Any and all other office space, equipment and/or staff support assistance utilized by Deputy Chief OIR DCFS Attorney in providing services pursuant to this Agreement shall be the sole cost and responsibility of Deputy Chief OIR DCFS Attorney.

10. Notices

Notices required or permitted pursuant to this Agreement shall be given in writing by personal delivery or deposit in the United States mail, first class postage prepaid, addressed as follows:

To County: Office of the County Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

With a copy to: Chief Administrative Officer  
713 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

To Deputy Chief OIR DCFS Attorney: Ray Jurado, Esq.  
4900 South Eastern Avenue  
Suite 204  
Commerce, California 90040



The address for notice may be changed by County or Deputy Chief OIR DCFS Attorney, as the case may be, by written notice to the other party as provided therein.

IN WITNESS THEREOF, County and Deputy Chief OIR DCFS Attorney have executed this Agreement as of the date first set forth above.

COUNTY OF LOS ANGELES

DEPUTY CHIEF OIR DCFS ATTORNEY

By \_\_\_\_\_  
Michael Antonovich, Mayor  
Board of Supervisors

\_\_\_\_\_  
Ray Jurado, Esq.

APPROVED AS TO FORM:  
OFFICE OF THE COUNTY COUNSEL

By \_\_\_\_\_  
Deputy